

This is a Construction Mortgage, the proceeds of which are loaned for the purpose of financing the construction of improvements upon the above described property. The mortgagor shall duly conform and comply with each and every the terms and provisions of a certain loan agreement between the parties hereto, executed simultaneously with the execution hereof, and the terms of said loan agreement are by reference expressly made a part hereof. Said construction loan agreement is on file in the office of the mortgagee and may be inspected by any and all interested parties.

Notwithstanding anything in this mortgage, and the note secured hereby, to the contrary, it is further agreed by the mortgagors that in the event the building or buildings to be erected on the premises hereby mortgaged, are not completed in accordance with plans and specifications submitted to the mortgagee herein on or before the date required in the construction loan agreement herein referred to, or that work on said construction shall cease before completion and said work shall remain abandoned for a period of fifteen days, then and in either event the entire principal sum that has been disbursed on account of the note secured by this mortgage, less any amounts that may have been repaid by the mortgagors, shall at the option of the mortgagee, at once become due and payable, with all accrued interest thereon at the rate provided in said note; and in the event of abandonment of the work upon the construction of said building or buildings for a period of fifteen days as aforesaid, the mortgagee may, at its option, also enter into and upon the mortgaged premises and complete the construction of the building or buildings, hereby giving to the mortgagee full power and authority to make such entry and to enter into such contracts or arrangements as may be necessary to complete the said building or buildings; and money expended by the mortgagee in connection with such completion of construction shall be added to the principal amount of the note secured hereby, and such added amounts shall be secured by the mortgagee and shall be payable on demand with interest at the rate specified in said note.

This mortgage is given to secure not only the existing indebtedness, but also such future advances either obligatory, or otherwise, as shall be made by the mortgagee to the mortgagor within six years from date hereof. The total amount of indebtedness secured by this mortgage may increase or decrease from time to time, but the total unpaid balance so secured at any one time shall not exceed the maximum principal amount of \$ 13,875.00 exclusive of interest, costs and attorney's fees.

TO HAVE AND TO HOLD, the same together with the tenements, hereditaments, and appurtenances, unto the said mortgagee, and its successors and assigns, in fee simple.

AND said Mortgagor for itself and its successors, legal representatives and assigns, doth covenant with the said Mortgagee, its successors, legal representatives and assigns, that said Mortgagee is indefeasibly seized of said land in fee simple; that the said Mortgagor hath full power and lawful right to convey said land in fee simple as aforesaid; that it shall be lawful for said Mortgagee, its successors, legal representatives and assigns, at all times peaceably and quietly to enter upon, hold, occupy and enjoy said land; that said land is free from all incumbrances; that said Mortgagor, its successors and legal representatives, will make such further assurances to perfect the fee simple title to said land in said Mortgagee, its successors, legal representatives and assigns, as may reasonably be required; that said Mortgagor doth hereby fully warrant the title to said land and will defend the same against the lawful claim of all persons whomsoever.

PROVIDED ALWAYS, that if said Mortgagor, its successors, legal representatives or assigns, shall pay unto the said Mortgagee, its legal representatives or assigns, the certain promissory note, a true copy of which is attached hereto, and entitled "Mortgage Note" and made a part of this mortgage deed, and shall duly, promptly and fully perform, discharge, execute, effect, complete and comply with and abide by each and every the stipulations, agreements, conditions and covenants of said promissory note and of this mortgage, then this mortgage and the estate hereby created shall cease and be null and void.

AND the said Mortgagor, for itself and its successors, legal representatives and assigns, hereby covenants and agrees:

1. To pay all and singular the principal and interest and other sums of money payable by virtue of said promissory note and this deed, or either, promptly on the days respectively the same severally become due.

2. To pay all and singular the taxes, assessments, levies, liabilities, obligations and encumbrances of every nature on said described property, and to furnish the mortgagee with satisfactory evidence of the payment of the same, and if the same be not promptly paid by the mortgagors, the mortgagee, its successors or assigns, may at any time pay the same, without in any way waiving or affecting the option of the mortgagee to foreclose this mortgage for failure of said mortgagor to pay the said taxes, assessments, levies, liabilities, obligations and encumbrances, or without waiving any other rights of the mortgagee hereunder; and every payment so made by the mortgagee shall bear interest from the date thereof at the rate of nine (9%) per centum per annum until paid, and said advances together with interest thereon shall be due and payable by the mortgagor to the mortgagee when the next succeeding payment of the interest provided for in the mortgage and the note which it secures shall become due and payable. The Mortgagor's failure to pay said taxes, assessments, levies, liabilities, obligations and encumbrances and/or the mortgagors' failure to repay the mortgagee the said advances if made by the mortgagee, shall give the mortgagee the right and option to declare the principal balance due together with all advances made pursuant to the terms, provisions and conditions of this mortgage and the note which it secures and the further option to foreclose.

3. To pay all and singular the costs, charges and expenses, including reasonable attorney's fees, costs of abstracts of title and title searches incurred or paid at any time by the Mortgagee because of the failure on the part of the Mortgagor promptly and fully to perform the agreements and covenants of said note and this mortgage, and said costs, charges and expenses shall be immediately due and payable and shall be secured by the lien of this mortgage, and such expenditures shall draw interest at the rate of TWELVE (12%) per centum per annum.

4. To keep the improvements now existing or hereafter erected on the mortgaged property insured against loss by fire and other hazards, casualties, and contingencies in such amounts and for such periods as may be required by Mortgagee. All insurance shall be carried in companies approved by Mortgagee and the policies and renewals thereof shall be held by Mortgagee and have attached thereto loss payable clause in favor of and in form acceptable to the Mortgagee. In event of loss he will give immediate notice by mail to Mortgagee, and mortgagee may make proof of loss if not made promptly by Mortgagor, and each insurance company concerned is hereby authorized and directed to make payment for such loss directly to Mortgagee instead of to Mortgagor, and Mortgagee jointly, and the insurance proceeds, or any part thereof, may be applied by Mortgagee at its option either to the reduction of the indebtedness hereby secured or to the restoration or repair of the property damaged. In event of foreclosure of this mortgage or other transfer of title to the mortgaged property in extinguishment of the indebtedness secured hereby, all right, title and interest of the mortgagor in and to any insurance policies then in force shall pass to the purchaser or grantee, and pay place and pay for such insurance or any part thereof without waiving or affecting the option to foreclose as hereunder, and each and every such payment shall bear interest from date at the rate of TWELVE (12%) per centum per annum.

5. To permit, commit, or suffer no waste, impairment or deterioration of said property or any part thereof. In the event of the failure of the Mortgagor to keep the buildings on the said premises, or improvements thereon, in good repair, the Mortgagee may make such repairs as in his discretion he may deem necessary for the proper preservation thereof.

6. That in the event of the sale or conveyance of all or any portion of the above described real property by the Mortgagors herein, then in that event, the entire balance of the principal then remaining unpaid upon the promissory note secured by this mortgage deed and all interest due thereon and all other sums due to the mortgagee under the terms hereof, shall automatically become due and payable.

7. To perform, comply with, and abide by each and every the stipulations, agreements, conditions and covenants in said promissory note **Construction**, and in this deed set forth.

Loan Agreement

8. That the Mortgagee may, at any time while a suit is pending to foreclose or to reform this mortgage, or to enforce any claims arising hereunder, apply to the court having jurisdiction thereof for the appointment of a receiver, and such court shall forthwith appoint a receiver of the premises and all other property covered hereby, including all and singular the income, profits, rents, issues and revenues from whatever source derived, and such receiver shall have all the broad and effective functions and powers in anywise entrusted by a court to